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7 UNITED STATES DISTRICT COURT
8 WESTERN DISTRICT OF WASHINGTON
9 AT SEATTLE

10 SEOIL AGENCY CO., LTD.,

11 CASE NO. C16-1344JLR

12 Plaintiff,

13 v.
14 ORDER DENYING MOTION
15 CAMDEN SEAFOODS
16 INTERNATIONAL, LLC, et al.,
17 Defendants.

18 Before the court is Plaintiff SEOil Agency Co., Ltd.'s ("SEOil") motion for default
19 judgment against Defendants Camden Seafoods International, LLC, and the F/V Tigil.
20 (Mot. (Dkt. # 19).) For the second time, SEOil has failed to comply with the requirements
21 of Local Civil Rule 55(b).¹ (See 10/31/16 Order (Dkt. # 14).) Accordingly, the court
22 DENIES SEOil's motion without prejudice.

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24 _____
25 ¹ The Local Civil Rules "apply to all civil cases, including admiralty and maritime
26 proceedings, but if in any instance one of those rules is inconsistent with a [Local] Admiralty
27 Rule, the [Local] Admiralty Rule shall control." Local Rules W.D. Wash. LAR 100.

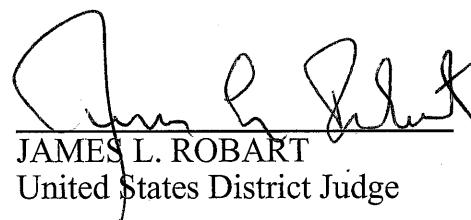
1 In federal court, the post-judgment interest rate is pegged to “to the weekly
2 average [one]-year constant maturity Treasury yield, as published by the Board of
3 Governors of the Federal Reserve System, for the calendar week preceding” entry of
4 judgment. 28 U.S.C. § 1961(a). When a plaintiff “claims that an interest rate other than
5 that provided by 28 U.S.C. § 1961” applies, Local Civil Rule 55(b)(2)(B) specifically
6 requires the plaintiff to “state the . . . reasons for applying it.” Here, SEoil seeks post-
7 judgment interest “at the rate of 12% per annum.” (Mot. at 2.) In two declarations, SEoil
8 asserts that “12% per annum” is the “statutory rate,” but neither declaration explains what
9 statute authorizes that rate of post-judgment interest. (Young Decl. (Dkt. # 20) ¶ 4; Kim
10 Decl. (Dkt. # 21) ¶ 8.) However, SEoil did not explain its deviation from the
11 post-judgment interest prescribed in Section 1961. (*See generally* Mot.)

12 In addition, SEoil does not adequately explain how it derived the asserted
13 \$199,439.64 in prejudgment interest that it asserts is due. (*Id.* at 2.) SEoil merely asserts
14 that it charges two percent interest on open invoices. (Kim Decl. ¶ 7.) However, SEoil
15 fails to establish its authority to charge this rate or why the rate is the appropriate
16 prejudgment interest to apply in this lawsuit. *See* Local Rules W.D. Wash. LCR
17 55(b)(2)(B); *see also* Local Rules W.D. Wash. LAR 155 (“Unless the court directs
18 otherwise, an award of prejudgment interest shall be computed at the same rate
19 authorized in 28 U.S.C. § 1961 . . .”). SEoil merely points the court to an 82-row
20 spreadsheet, only three of which are relevant to this lawsuit, and leaves the court to hunt
21 for the relevant rows in the spreadsheet. (*See* Kim Decl. ¶ 7, Ex. D at Rows 51, 57, 61.)

1 Moreover, even after identifying the relevant rows, the court cannot determine how often
2 SEOil compounded interest and whether such compounding was proper. (*See id.*)

3 Local Civil Rule 55 places a heavy legal and evidentiary burden on a party seeking
4 entry of default or a default judgment because such relief is obtained without the benefit
5 of the adversarial process. SEOil fails to satisfy that burden. The court accordingly
6 DENIES SEOil's motion for default judgment (Dkt. # 19) without prejudice to renewing
7 the motion in a manner that comports with the governing rules of procedure.²

8 Dated this 7 day of February, 2017.



JAMES L. ROBART
United States District Judge

22 2 The court CAUTIONS counsel that future failures to comply with the Federal Rules of
Civil Procedure, the Local Civil Rules, and the Local Admiralty Rules may result in sanctions.